

06-21-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

101755615

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Galaxy Aerospace Company, LP

- Individual(s), Association, General Partnership, Limited Partnership Delaware, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

- Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: June 5, 2001

2. Name and address of receiving party(ies) Name: Gulfstream Aerospace L.P.

Address: Alliance Airport

Street Address: One Galaxy Way

City: Ft. Worth State: TX Zip: 76177

- Individual(s) citizenship, Association, General Partnership, Limited Partnership Texas, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,587,678 2,137,249

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jenner & Block, LLC

Internal Address:

Street Address: One IBM Plaza

City: Chicago State: IL Zip: 60611

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

10-0460

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Patrick L. Patras, Reg. 37,695

Name of Person Signing

Signature

6/14/01

Date

CERTIFICATE OF MAILING Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

I hereby certify that this paper is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231 on

June 14, 2001

TRADEMARK

REEL: 002317 FRAME: 0010

TRADEMARK/DOMAIN NAME ASSIGNMENT AGREEMENT

Seller: Galaxy Aerospace Company, LP
a Delaware limited partnership
Alliance Airport
One Galaxy Way
Ft. Worth, TX 76177 U.S.A.

Trademarks: ASTRA, Reg. No. 1,587,678
GALAXY, Reg. No. 2,137,249

Domain Names: GALAXYAERO.COM
GALAXYAEROSPACE.COM

Effective Date: June 5, 2001

This Trademark/Domain Name Agreement ("**Agreement**") is made and entered into as of the Effective Date shown above, between Gulfstream Aerospace L.P., a Texas limited partnership, ("**Buyer**"), and the seller whose name and address are set forth above ("**Seller**").

NOW THEREFORE, for and in consideration of the mutual terms and conditions contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, all right, title and interest in and to the trademarks (Reg. Nos. 1,587,678 and 2,137,249) ("**Trademarks**") and Internet domain names ("**Domain Names**") set forth above, together with all goodwill of the business(es) in connection with which the Trademarks and Domain Names are used, intellectual property or other rights therein or associated therewith, including, without limitation, all registrations, applications and renewals, domestic and foreign (collectively the "**Marks**"). As of the Effective Date, Buyer shall have exclusive, unlimited ownership rights to the Marks and the sole right to perfect, record, obtain, enforce, hold and renew, its rights in and to such Marks. Buyer's right to enforce shall include all rights to sue for past, present and future infringement or misappropriation of the Marks. Buyer shall also have the sole right to collect all income, royalties, damages, and payments hereafter due or payable to Seller with respect to the Marks, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks.

2. Simultaneously herewith, the parties shall complete, deliver and submit to the appropriate government, regulatory or comparable authorized or nationally accredited authority ("**Registrar**") all duly executed forms, documentation, information and materials required to effectuate the sale and transfer of the Domain Names as required by this Agreement. Seller agrees to provide Buyer with all reasonable assistance and execute all documents necessary to assist and enable Buyer to effectuate and record the sale and transfer of the Domain Names as contemplated hereunder.

3. The sale, assignment, transfer conveyance and delivery of the Marks is in connection with Buyer's acquisition of all the assets of Seller.

4. Upon the request of Buyer, Seller shall execute all papers and do all other lawful acts necessary to carry out the intent of this Agreement, as well as to provide such other material, information and/or assistance as Buyer may consider necessary, provided that Buyer reimburses Seller for any out of pocket expenses which Seller may incur in complying with the terms of this paragraph.

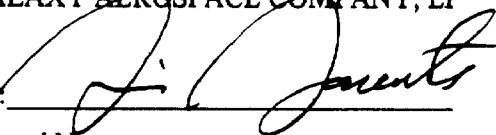
5. Seller represents and warrants to Buyer that: (i) Seller is the lawful owner of the Marks and has the full right to sell, assign, transfer and convey and Buyer shall receive good and marketable title to the Marks and Buyer shall be entitled to exclusive quiet and peaceful use and possession of the Marks, free of all liens, claims, security interests, restrictions and encumbrances of any kind created by or known to Seller; (ii) Seller has the right to perform its obligations hereunder and neither the performance of Seller's obligations, nor Buyer's purchase of the Marks hereunder shall violate or infringe upon the rights of any third party or constitute a breach of any agreement, obligation, promise or commitment by which Seller may be bound or violate any applicable law or regulation; (iii) Seller knows of no claims, demands or actions which might adversely affect, invalidate or otherwise impair Buyer's exclusive right, title and interest in and to the Marks; (iv) neither Seller, nor anyone claiming under or through Seller, will challenge, interrupt or disturb, directly or indirectly, Buyer's right, title and interest in and to the Marks; and (v) the Domain Names have been duly registered by Seller with the Registrar and currently are active and available for use in accessing sites on that portion of the Internet known as the World Wide Web (the "**Web**").

6. Except for claims or actions arising from Buyer's acts, Seller agrees to defend and handle, at its own expense, any claim or action: (i) for breach of any representation or warranty hereunder; and (ii) based on

actual or alleged infringement of any patent, copyright, trade secret, service or trademark or other right, arising from this Agreement or based upon the sale of the Marks. Seller agrees to indemnify and hold Buyer harmless from and against any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) associated with any such claim or action. Seller shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise; provided, however, that Buyer may, at its own expense, participate in such defense to protect its own interests.


7. In no event will either party be liable for indirect, incidental, or consequential damages in connection with or arising out of this Agreement. Notices must be in writing and delivered personally, mailed, first class mail or delivered by confirmed electronic means to the undersigned at the addresses set forth above. Notices shall

GALAXY AEROSPACE COMPANY, LP

By: 
Printed Name: _____
Title: _____

be deemed given on the date personally delivered, when placed in the mail as specified or when electronic or digital confirmation is received. Each party agrees that the terms and conditions of this Agreement shall remain confidential even upon completion of this Agreement. This Agreement shall be construed and enforced under the laws of the State of Illinois without regard to its conflicts of laws principles. Unless in writing and signed by the parties, no modification, course of conduct, amendment, failure to enforce any term, or require performance shall be binding or construed as a waiver. This Agreement contains the entire agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

GULFSTREAM AEROSPACE LP

By: 
Printed Name: _____
Title: _____